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Mary Louise Garcia

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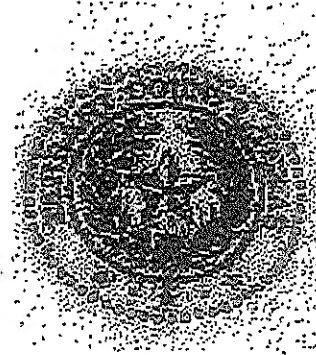
Tarrant County Texas

1/12/2011 3:15 PM

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PGS 3 \$24.00

Submitter: ACS



DALE PROPERTY SERVICES, LLC
ATTN: RECORDING TEAM
500 TAYLOR ST. STE 600
FORT WORTH, TEXAS 76102

Submitter: DALE PROPERTY SERVICES, LLC

SUZANNE HENDERSON
TARRANT COUNTY CLERK
TARRANT COUNTY COURTHOUSE
100 WEST WEATHERFORD
FORT WORTH, TX 76196-0401

DO NOT DESTROY

WARNING - THIS IS PART OF THE OFFICIAL RECORD

ELECTRONICALLY RECORDED
BY ERXCHANGE

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

AMENDMENT AND EXTENSION OF OIL & GAS LEASE

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TARRANT §

WHEREAS, AV Waters Landing Associates, LTD, a Texas limited partnership, whose address 286 N. Main St., Suite 301, Spring Valley, NY 10977 ("Lessor") executed that certain Oil & Gas Lease dated December 28, 2007, unto Chesapeake Exploration, LLC, ("Lessee"), which is recorded as a Memorandum of Oil & Gas Lease in Document Number D208055954 of the Official Records of Tarrant County, Texas, covering lands more specifically described therein (the "Lease"); and,

Whereas Total E&P USA, Inc., ("Total") whose address is 1201 Louisiana Street, Suite 1800, Houston, Texas, 77002, acquired an undivided 25% of Chesapeake's working interest in the aforementioned Lease and desires to amend the Lease as follows.

WHEREAS, Lessor and Lessee now desire to amend the Lease by extending the primary term of the Lease by an additional six (6) months as hereinafter set forth.

WHEREAS, Paragraph 2 of the Lease reads as follows, to-wit:

"2. This is lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of 3 years from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantites from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

NOW THEREFORE, it is the desire of the above parties to delete this paragraph of the Lease as referenced above. It is also the desire of the parties that the corrected Paragraph 2 will be as follows:

"2. This is lease, which is a "paid-up" lease requiring no rentals, shall be in force for a primary term of forty-two (42) months from the date hereof, and for as long thereafter as oil or gas or other substances covered hereby are produced in paying quantites from the leased premises or from lands pooled therewith or this lease is otherwise maintained in effect pursuant to the provisions hereof."

It is understood and agreed by the parties hereto that the provisions hereof shall supersede any provisions to the contrary in the Lease. For adequate consideration, Lessor does hereby adopt, ratify and confirm the Lease, as amended hereby, and does hereby stipulate that the Lease remains in full force and effect. Insofar as is necessary, Lessor does hereby lease, let, and demise to Lessee the lands covered by the Lease, pursuant to the terms and provisions of the Lease, as of the Effective Date set forth herein.

The terms and provisions hereof shall be binding upon the parties hereto, their respective heirs, legatees, devisees, personal representatives, successors and assigns.

IN WITNESS WHEREOF, this instrument was executed on the 21st day of December 2010, but for all purposes made effective as of the 28th day of Decmeber, 2007 regardless of the actual date of execution and acknowledgment by any or all of the parties constituting the Lessor herein.

LESSOR: AV Waters Landing Associates, LTD, a Texas limited Partnership


By: **Bernard England, as President**

ACKNOWLEDGEMENT

THE STATE OF New York §
COUNTY OF Rockland §
§

This instrument was acknowledged before me on this the 10th day of January, 2011,
by Bernard England, as President of AV Waters Landing Associates, LTD, a Texas limited
partnership, on behalf of said partnership.

Joseph M. Nussbaum
Notary Public, State of NY

JOSEPH M. NUSSBAUM
Notary Public, State of New York
No. 01NU5080263
Qualified in Rockland County
Commission Expires June 16, 1999
2011